IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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R.F.A. No.1886 of 1984
Date of Decision:17.09.2007

Gram Panchayat Village Dhandlan, Tehsil Jhajjar and another
.....Appellants

Vs.

Siri Chand and others
.....Respondents

CORAM:- HON'BLE MR. JUSTICE RAJESH BINDAL

Present:- Mr. S.C.Kapoor, Senior Advocate with
Mr. Harminderjeet Singh, Advocate for the appellants.

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The Gram Panchayat has filed the present appeal against the judgment of the Court below, where in an application filed under Section 30 of the Land Acquisition Act, 1894, the claim made by the Gram Panchayat that on account of acquisition of land which was with the respondents as a Dohlidars, the compensation therefrom, should be paid to them.

On a perusal of the facts noticed by the Court below in the judgment, it is evident that land in question was acquired vide notification dated 29.12.1978 and the respondents/ Dohlidars were in possession of 7 kanal and 4 marlas of land. The compensation for the acquired land was finally determined by the Court below at the rate of Rs. 9,000/- per acre.

In **Sewa Ram v. Udegir,** AIR 1922 Lahore 126, a Division Bench consisting of Shadi Lal, Chief Justice and Harrison, J. opined that the dohli tenure is a peculiar kind of tenure to be found in the south-eastern districts of Punjab. It is a rent free grant of a small plot of land by the village community for the benefit of a temple, mosque or shrine, or to a person for a religious purpose. In the revenue records the proprietary body are recorded as the owners of the property, and the grantee is recorded as a tenant in the column of cultivation.

This Court in **Baba Nand Ram v. Gram Panchayat of Village Malkos,** 1976 Punjab Law Journal 586, while discussing about the status of the dohli, opined as under:-

> "I have no hesitation in holding, therefore, that the status of a dohlidar does not differ from that of tenant, albeit that a tenant

is a dohlidar in perpetuity. It is true that the holder of a dohli tenure has no liability to pay rent but then that is so because of the nature of the grant which is rent-free and according to which the tenant, instead of paying the rent, has to perform certain obligations of a religious nature."

In **Union of India v. A. Ajit Singh,** 1997(3) RCR (Civil) 190, Hon'ble the Supreme Court, in a dispute of apportionment of compensation between the landlord and tenant, has opined that ratio of 75:25 between tenant and landlord would be appropriate.

In the present case, as noticed above, the dohli was in possession of only 7 kanal and 4 marlas of land and the compensation for acquisition of the land was assessed at Rs. 9,000/- per acre. Keeping in view the fact that very small amount is involved in the present appeal, I do not deem it fit to interfere in the order passed by the Court below.

Accordingly, leaving the question of law open, I dismiss the present appeal.

September 17, 2007 **(RAJESH BINDAL)**
renu **JUDGE**